

Amendment 229 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 229 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 17th day of December, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to update the content on the Cardholder Website (CHW) and the Business Account Website (BAW) per the Agencies' directives. The work for which compensation is allowed is labor hours in excess of the standard monthly "no cost" hours allotment for the month of December 2012. This work is more fully described in Change Request CR-072688 MWU 2012 – 12 v3.0 and Change Request CR-072689 Terms of Use v3.0.

C. The Parties agree that the Work necessary to update the CHW and BAW will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform the work necessary to develop, test and implement modifications to the ORCA websites as directed by the Agencies per the detailed Requirements as described in the referenced Change Requests. Such work will include the following:

1.1 For the BAW and CHW, the Contractor will:

- (a) Remove the current Terms of Use PDF file and replace with a new Terms of Use PDF file provided by the Agencies

1.2 For the CHW, the Contractor will:

- (a) Remove the current Autoload PDF file and replace with a new Autoload PDF file provided by the Agencies
- (b) Remove the current Products List PDF file and replace with a new Products List PDF file

1.3 For the BAW, the Contractor will update static text per the Agencies' directives found in CR-072688.

Section 2.0 Schedule:

2.1 The work described in Section 1.0 will be completed by December 12, 2012, or as agreed to by the Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 223

The Contractor will perform the work necessary to update the CHW and BAW: <ul style="list-style-type: none">• CR-072689: Replace Terms of Use PDF file• CR-072688: BAW updates & CHW PDF files (2)	\$728 <u>\$1669</u>
TOTAL	\$2397

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Twenty-nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: D. H. Iha
Its: General Manager
Date: 12/14/12

The Agencies

By: Christie Carlson
Their: Operations Manager
On behalf of the Agencies
Date: Dec 17, 2012